

| | | | | | | | | | | | |
|---|------|---|--|--|---|--|------|--|--|----------------|--|
| SOLICITATION, OFFER AND AWARD | | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | | PAGE OF PAGES 1 72 | | | |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. N61340-16-R-1120 | | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED | | 6. REQUISITION/PURCHASE NO. | | | |
| 7. ISSUED BY NAVCSTO 253 12211 SCIENCE DRIVE (25311) ORLANDO FL 32826-3224 | | | | CODE N61340 | | 8. ADDRESS OFFER TO (If other than Item 7) CODE | | | | | |
| TEL: FAX: | | | | See Item 7 | | | | TEL: FAX: | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | | | | | | |
| SOLICITATION | | | | | | | | | | | |
| 9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ Section L 4.0 until 01:00 PM local time 02 Aug 2016 (Hour) (Date) | | | | | | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME SARAH LEWELLEN (25312) | | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) 407-380-8012 | | | C. E-MAIL ADDRESS sarah.lewellen@navy.mil | | | |
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| OFFER (Must be fully completed by offeror) | | | | | | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | | | | | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | | | AMENDMENT NO. | | DATE | | AMENDMENT NO. | | DATE | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | | | |
| 15B. TELEPHONE NO (Include area code) | | | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | | | | 17. SIGNATURE | | 18. OFFER DATE | |
| AWARD (To be completed by Government) | | | | | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | | | 20. AMOUNT | | | | 21. ACCOUNTING AND APPROPRIATION | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) | | | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified) | | | | | |
| 24. ADMINISTERED BY (If other than Item 7) CODE | | | | 25. PAYMENT WILL BE MADE BY CODE | | | | | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL: | | | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | | | 28. AWARD DATE | |
| IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. | | | | | | | | | | | |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | Mobilization FFP FOB: Destination | 1 | Lot | | * |
| NET AMT | | | | | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------|--|----------|------|------------|--------|
| 0002 | ENGINEERING SERVICES SUPPORT APN OR BP11 CPFF APN = Aircraft Procurement Navy BP11= Budget Program 11 FOB: Destination | 1 | Lot | | * |
| ESTIMATED COST | | | | | * |
| FIXED FEE | | | | | * |
| TOTAL EST COST + FEE | | | | | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------|----------|------|----------------------|--------|
| 0003 | | 1 | Lot | | * |
| | ENGINEERING SERVICES SUPPORT FMS | | | | |
| | CPFF | | | | |
| | FMS = FOREIGN MILITARY SALES | | | | |
| | FOB: Destination | | | | |
| | | | | ESTIMATED COST | * |
| | | | | FIXED FEE | * |
| | | | | | <hr/> |
| | | | | TOTAL EST COST + FEE | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------|----------|------|----------------------|--------|
| 0004 | | 1 | Lot | | * |
| | ENGINEERING SERVICES SUPPORT O&M | | | | |
| | CPFF | | | | |
| | O&M = OPERATIONS & MAINTENANCE | | | | |
| | FOB: Destination | | | | |
| | | | | ESTIMATED COST | * |
| | | | | FIXED FEE | * |
| | | | | | <hr/> |
| | | | | TOTAL EST COST + FEE | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------------|--------|
| 0005 | | 1 | Lot | | * |
| | ENGINEERING SERVICES SUPPORT RDT&E | | | | |
| | CPFF | | | | |
| | RDT&E = RESEARCH AND DEVELOPMENT TEST & EVALUATION | | | | |
| | FOB: Destination | | | | |
| | | | | ESTIMATED COST | * |
| | | | | FIXED FEE | * |
| | | | | | <hr/> |
| | | | | TOTAL EST COST + FEE | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------|--|----------|------|------------|--------|
| 0006 | ENGINEERING SERVICES SUPPORT WCF CPFF WCF = WORKING CAPITAL FUND FOB: Destination | 1 | Lot | | * |
| ESTIMATED COST | | | | | * |
| FIXED FEE | | | | | * |
| TOTAL EST COST + FEE | | | | | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|------------------------------------|----------|------|------------|--------|
| 0007 | TRAVEL COST FOB: Destination | 1 | Lot | | * |
| ESTIMATED COST | | | | | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--------------------------------------|----------|------|------------|--------|
| 0008 | MATERIAL COST FOB: Destination | 1 | Lot | | * |
| ESTIMATED COST | | | | | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--------------------------------|----------|------|------------|--------|
| 0009 | TECHNICAL DATA AND INFORMATION | | Lot | | NSP |
| | CPFF | | | | |

FOB: Destination

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0010 | ENGINEERING SERVICES SUPPORT APN OR BP11 | 1 | Lot | | * |
| OPTION | CPFF | | | | |
| | APN = Aircraft Procurement Navy | | | | |
| | BP11= Budget Program 11 | | | | |

FOB: Destination

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

*
*
*

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------|----------|------|------------|--------|
| 0011 | ENGINEERING SERVICES SUPPORT FMS | 1 | Lot | | * |
| OPTION | CPFF | | | | |
| | FMS = FOREIGN MILITARY SALES | | | | |
| | FOB: Destination | | | | |

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

*
*
*

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------------|--------|
| 0012 | | 1 | Lot | | * |
| OPTION | ENGINEERING SERVICES SUPPORT O&M CPFF O&M = Operations & Maintenance FOB: Destination | | | | |
| | | | | ESTIMATED COST | * |
| | | | | FIXED FEE | * |
| | | | | TOTAL EST COST + FEE | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------------|--------|
| 0013 | | 1 | Lot | | * |
| OPTION | ENGINEERING SERVICES SUPPORT RDT&E CPFF RDT&E = Research Development Test & Evaluation FOB: Destination | | | | |
| | | | | ESTIMATED COST | * |
| | | | | FIXED FEE | * |
| | | | | TOTAL EST COST + FEE | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------------|--------|
| 0014 | | 1 | Lot | | * |
| OPTION | ENGINEERING SERVICES SUPPORT WCF CPFF WCF = Working Capital Fund FOB: Destination | | | | |
| | | | | ESTIMATED COST | * |
| | | | | FIXED FEE | * |
| | | | | TOTAL EST COST + FEE | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|------------------------------------|----------|------|----------------|--------|
| 0015 | | 1 | Lot | | * |
| OPTION | TRAVEL COST FOB: Destination | | | | |
| | | | | ESTIMATED COST | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--------------------------------------|----------|------|----------------|--------|
| 0016 | | 1 | Lot | | * |
| OPTION | MATERIAL COST FOB: Destination | | | | |
| | | | | ESTIMATED COST | * |

PSC Code R425

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-----------------------------|--------|
| 0017 | | | Lot | | NSP |
| OPTION | TECHNICAL DATA AND INFORMATION CPFF | | | | |
| | FOB: Destination | | | | |
| | | | | ESTIMATED COST FIXED FEE | |
| | | | | TOTAL EST COST + FEE | |

PSC Code R425

***To be completed at time of award.**

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(DEC 2012) - ALT I (JUN 2013)

(a) The level of effort estimated to be ordered during the term of this contract is **544,896** labor-hours of direct labor including authorized subcontract labor, if any. The estimated composition of the total labor-hours of direct labor by classification is below.

| Labor Category | Labor-Hours Years 1-5 | Labor-Hours Option to Extend Services | Total Labor-Hours Years 1-5, Plus Option |
|----------------|--------------------------|---|--|
| Total | 495,360 | 49,536 | 544,896 |

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) It is agreed that while the contractor's performance during the period set forth in paragraph (a) above is based upon an anticipated level of effort consisting of Labor-hours of direct labor (as may be described or defined elsewhere herein), such level of effort may fluctuate, either upward or downward, by no more than ten (10%) percent of the total anticipated labor-hours. This fixed fee is agreed to be paid for labor-hours expended from ninety (90%) percent to one hundred ten (110%) percent of the total anticipated labor-hours. The fixed fee shall not vary with the cost of the actual effort supplied within this range. In the event that less than ninety (90%) percent of the anticipated level of effort is actually expended by the expiration date of the contract, the Government shall have the option of:

(1) requiring the contractor to continue to perform until the level of effort expended equals ninety (90%) percent of the anticipated level of effort; or

(2) effecting a reduction in the fixed fee by the percentage by which the total expended labor-hours is less than ninety (90%) percent of the anticipated level of effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.

B.1.

The term “AMOUNT” in the Section B CLINs actually means “ESTIMATED.” It is a default systematically generated by Standard Procuring System (SPS), the government contract writing system. The “AMOUNT” can change between the different CLINs throughout the contract performance, as long as the overall contract amount is not exceeded.

B.2.FIXED BURDENED LABOR RATES

The Fixed Burdened Labor Rates table includes the break out of the labor categories and the associated fixed burdened labor rates that the contractor will use during the execution of the contract.

Each rate includes its direct labor rate and all other applicable and allowable direct costs and/or indirect costs. These rates do not include Fee. These rates apply to the prime and/or subcontractor providing the labor hours.

Fixed Burdened Labor Rates*

| Labor Category | Site Government (G) Contractor (K) | Year 1 CLINs 0002 – 0007 After Contract Award (ACA)+1 year | Year 2 CLINs 0002 – 0007 ACA+2 years | Year 3 CLINs 0002 – 0007 ACA+3 years | Year 4 CLINs 0002 – 0007 ACA+4 years | Year 5 CLINs 0002 – 0007 ACA+5 years | Optional 6 Months CLINs 0011-0016 ACA+5.5 years |
|---|---|---|---|---|---|---|--|
| Place of Performance: Cherry Point, NC | | | | | | | |
| Drafter / CAD Operator III (Service Contract Act 30063) | G | | | | | | |
| Drafter / CAD Operator III (Service Contract Act 30063) | K | | | | | | |
| Computer Programmer II | G | | | | | | |
| Computer Scientist, Senior | G | | | | | | |
| Engineering / Electronics Technician | G | | | | | | |
| Engineering / Electronics Technician | K | | | | | | |
| Engineer / Scientist I | G | | | | | | |
| Engineer / Scientist I | K | | | | | | |
| Engineer / Scientist II | G | | | | | | |
| Operations Research Analyst | G | | | | | | |
| Program Analyst | G | | | | | | |
| Program Analyst, Junior | G | | | | | | |
| Engineer / Scientist IV | G | | | | | | |
| Engineer / Scientist IV | K | | | | | | |
| Engineering / Electronics Technician, Senior | G | | | | | | |
| Engineering / Electronics | K | | | | | | |

| | | | | | | | |
|---|---|--|--|--|--|--|--|
| Technician, Senior | | | | | | | |
| Place of Performance: Willow Grove, PA | | | | | | | |
| Drafter / CAD Operator III (Service Contract Act 30063) | G | | | | | | |
| Engineer / Scientist IV | G | | | | | | |
| Engineering / Electronics Technician, Senior | G | | | | | | |
| Place of Performance: New River, NC | | | | | | | |
| Engineering / Electronics Technician, Senior | G | | | | | | |
| Place of Performance: Hurlbert Field, FL | | | | | | | |
| Engineer / Scientist I | G | | | | | | |
| Engineer / Scientist II | G | | | | | | |
| Place of Performance: Mayport, FL | | | | | | | |
| Engineering / Electronics Technician, Senior | G | | | | | | |
| Place of Performance: Norfolk, VA | | | | | | | |
| Engineering / Electronics Technician, Senior | G | | | | | | |
| Place of Performance: Yuma, AZ | | | | | | | |
| Engineer / Scientist II | G | | | | | | |
| Place of Performance: San Diego, CA | | | | | | | |
| Engineering / Electronics Technician, Senior | G | | | | | | |

***To be completed at contract award**

B.3. FIXED FACTORS

The Fixed Factor Table below includes the travel and the material fixed factors that will be applied during the execution of the contract. The travel and material fixed factors account for the indirect rates allowable and allocable to travel and material.

The material and travel fixed factors will not be applied separately to the subcontractor and then again to the prime. The fixed factors will be applied to the total travel or total material incurred, regardless of whether the costs are incurred by the prime or subcontractor.

Fee is not included in the fixed factor.

Fixed Factor Table*

| | Year 1 CLINs 0007 & 0008 After Contract Award (ACA)+1 year | Year 2 CLINs 0007 & 0008 ACA+2 years | Year 3 CLINs 0007 & 0008 ACA+3 years | Year 4 CLINs 0007 & 0008 ACA+4 years | Year 5 CLINs 0007 & 0008 ACA+5 years | Optional 6 Months CLINs 0015 & 0016 ACA+5.5 years |
|------------------------|--|--|--|--|--|---|
| Travel Factor | | | | | | |
| Material Factor | | | | | | |

*** To be completed at contract award**

Section C - Descriptions and Specifications

C.1 DESCRIPTION

The Contractor shall furnish the necessary services required to perform the work described in the SOW, Attachment (1). The required labor categories are provided in paragraph 3.7 of the SOW, Attachment (1). Contract Data Requirements Lists (CDRLs) that apply are provided at Exhibit (B).

The Contractor shall comply with the complete SOW in the development of task orders however; the SOW contains specific paragraphs that are only applicable to certain CLINs. The CLINs and their associated SOW paragraphs are stated below.

CLIN 0001 – The contractor shall provide Mobilization services in accordance with paragraph 3.2.1 of the SOW, Attachment (1).

CLINs 0002 and 0010 (APN or BP11) – The contractor shall provide Engineering services at FRC-East Cherry Point, NC and its remote sites in accordance with paragraphs 3.4.2, 3.4.3, and 3.4.4. of the SOW, Attachment (1).

CLINs 0003 and 0011 (FMS) – The contractor shall provide Engineering services at FRC-East Cherry Point, NC and its remote sites in accordance with the paragraphs 3.4.1, 3.4.2, 3.4.3, 3.4.4, and 3.4.5 of the SOW, Attachment (1).

CLINs 0004 and 0012 (O&M) – The contractor shall provide Engineering services at FRC-East Cherry Point, NC and its remote sites in accordance with the paragraph 3.4.1 of the SOW, Attachment (1).

CLINs 0005 and 0013 (RDT&E) – The contractor shall provide Engineering services at FRC-East Cherry Point, NC and its remote sites in accordance with the paragraph 3.4.5 of the SOW, Attachment (1).

CLINs 0006 and 0014 (WCF) – The contractor shall provide Engineering services at FRC-East Cherry Point, NC and its remote sites in accordance with the paragraphs 3.4.6, 3.4.7, 3.4.8, and 3.4.9 of the SOW, Attachment (1).

CLINs 0007 and 0015 – The contractor shall provide Travel in accordance with paragraph 3.4.10 of the SOW, Attachment (1).

CLINs 0008 and 0016 – The contractor shall provide Material in accordance with paragraph 3.4.11 of the SOW, Attachment (1).

CLINs 0009 and 0017 – The contractor shall provide Technical Data and Information in accordance with the SOW, Attachment (1) and Exhibit (B).

CLAUSES INCORPORATED BY FULL TEXT

**C-TXT-ECMRA REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING
APPLICATION (ECMRA) INFORMATION**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the AIR-4.0 Engineering Services via a secure data collection site.

Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom - Telecommunications Transmission (D304) and Internet (D322) ONLY.
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address "<https://doncmra.nmci.navy.mil>".

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at "<https://doncmra.nmci.navy.mil>".

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR)(JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR)(SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|------------|------------|-----------|-----------|
| 0001 | * | * | * | * |
| 0002 | * | * | * | * |
| 0003 | * | * | * | * |
| 0004 | * | * | * | * |
| 0005 | * | * | * | * |
| 0006 | * | * | * | * |
| 0007 | * | * | * | * |
| 0008 | * | * | * | * |
| 0009 | * | * | * | * |
| 0010 | * | * | * | * |
| 0011 | * | * | * | * |
| 0012 | * | * | * | * |
| 0013 | * | * | * | * |
| 0014 | * | * | * | * |
| 0015 | * | * | * | * |
| 0016 | * | * | * | * |
| 0017 | * | * | * | * |

*To be completed at time of award

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------|---|----------|
| 52.246-4 | Inspection Of Services--Fixed Price | AUG 1996 |
| 52.246-5 | Inspection Of Services Cost-Reimbursement | APR 1984 |

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR)(OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by Contracting Officer Representative (COR).

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

CLAUSES INCORPORATED BY FULL TEXT

**5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION
(NAVAIR)(FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form (Attachment 3). The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC |
|------|---------------------------------|----------|-----------------|--------|
| 0001 | POP Contract Award + 2 months | * | * | * |
| 0002 | *POP 15-DEC-2016 TO 14-DEC-2021 | * | * | * |
| 0003 | *POP 15-DEC-2016 TO 14-DEC-2021 | * | * | * |
| 0004 | *POP 15-DEC-2016 TO 14-DEC-2021 | * | * | * |
| 0005 | *POP 15-DEC-2016 TO 14-DEC-2021 | * | * | * |
| 0006 | *POP 15-DEC-2016 TO 14-DEC-2021 | * | * | * |
| 0007 | *POP 15-DEC-2016 TO 14-DEC-2021 | * | * | * |
| 0008 | *POP 15-DEC-2016 TO 14-DEC-2021 | * | * | * |
| 0009 | *POP 15-DEC-2016 TO 14-DEC-2021 | * | * | * |
| 0010 | *POP 15-DEC-2021 TO 14-JUN-2022 | * | * | * |
| 0011 | *POP 15-DEC-2021 TO 14-JUN-2022 | * | * | * |
| 0012 | *POP 15-DEC-2021 TO 14-JUN-2022 | * | * | * |
| 0013 | *POP 15-DEC-2021 TO 14-JUN-2022 | * | * | * |
| 0014 | *POP 15-DEC-2021 TO 14-JUN-2022 | * | * | * |
| 0015 | *POP 15-DEC-2021 TO 14-JUN-2022 | * | * | * |
| 0016 | *POP 15-DEC-2021 TO 14-JUN-2022 | * | * | * |

0017 *POP 15-DEC-2021 TO * *
14-JUN-2022

*** Dates will be updated to reflect the actual dates based upon the date the contract is awarded.**

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|--|----------|
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) - Alternate I | APR 1984 |
| 252.247-7023 | Transportation of Supplies by Sea | APR 2014 |

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR)(SEP 2013)

(a) The contract shall commence on the date of contract award and shall continue 60 months. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If DFAR Clause 252.216-7006, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (NAVAIR)(MAR 1999)

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is CLIN 0001 Mobilization, or the amount set forth in the task order issued concurrently with the contract, whichever is less; the maximum quantity is 599,386 hours (110% of 544,896 hours).

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit B, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

- (1) PCO, Code 2.5.3.1.1.
- (2) ACO, Code (To be completed at time of award).
- (3) PJM, Code 1.3.6.3.

(4) Contract Specialist (CS), Code 2.5.3.1.1.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

| | |
|---|--|
| <u>NAWCTSD PCO</u> <u>Via the Contract Specialist (CS)</u> | Erin Young, AIR-2.5.3.1.1. |
| <u>NAWCTSD CS</u> | Sarah Lewellen, AIR-2.5.3.1.1. NAWCTSD 12211 Science Dr. Orlando, FL 32826 Email: sarah.lewellen@navy.mil |
| <u>FRCE CORs:</u> | To be completed at time of award. |
| <u>NAWCTSD PJM</u> | Bernard Courtney, AIR- 1.3.6.3 NAWCTSD 12211 Science Dr. Orlando, FL 32826 Email: bernard.courtney@navy.mil |

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.204-7002 | Payment For Subline Items Not Separately Priced | DEC 1991 |
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |

CLAUSES INCORPORATED BY FULL TEXT

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions, as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

**

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF
Pay Official DoDAAC:
Issue By DoDAAC:
Admin DoDAAC:
Inspect By DoDAAC:
Ship To Code:

Data to be entered in WAWF

| |
|----|
| ** |
| ** |
| ** |
| ** |
| ** |

| | | |
|----------------------------|-------|----|
| Ship From Code: | _____ | ** |
| Mark For Code: | _____ | ** |
| Service Approver (DoDAAC): | _____ | ** |
| Service Acceptor (DoDAAC): | _____ | ** |
| Accept at Other DoDAAC: | _____ | ** |
| LPO DoDAAC: | _____ | ** |
| DCAA Auditor DoDAAC: | _____ | ** |
| Other DoDAAC(s): | _____ | ** |

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

**

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

**** To be completed at the task order level.**

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)(SEP 2012) - ALT I (SEP 2012)

(a) The Contracting Officer has designated the following as an authorized Contracting Officer's Representatives (COR):

COR: (to be completed at contract award) to perform the following functions, duties, and/or responsibilities:
COR duties will be listed in the COR designation form issued at contract award.

(b) The Contracting Officer has designated the following as an authorized Alternate Contracting Officer's Representatives (ACOR):

ACOR: : (to be completed at contract award) to perform the functions, duties, and/or responsibilities outlined below in the absence of the COR.

ACOR 1 Functions, Duties, and/or Responsibilities: **ACOR duties will be listed in the ACOR designation form issued at contract award.**

(c) The effective period of the COR designation is **the period of performance of this contract**

5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

| | | |
|----------------------|-------|----|
| NAME: | _____ | ** |
| PHONE (BUS): | _____ | ** |
| PHONE (AFTER HOURS): | _____ | ** |

ALTERNATE:

NAME: _____ **
 PHONE (BUS): _____ **
 PHONE (AFTER HOURS): _____ **

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

**To be completed by the Offeror at time of proposal submission and included in Volume II, Cost/Price.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than **monthly** based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the **dollars per hour, which is based on the total fixed fee dollar amount divided by the total level of effort in hours (544,896). For example, if the total fixed fee dollar amount = \$4,000,000 and the total level of effort in hours is 544,896 then $\$4,000,000/544,896 = \7.34 of fee per hour. The fee in dollars per hour will be inputted at time of contract award.** Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment," and 52.216-8, "Fixed Fee."

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds," the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR)(OCT 2015)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--System for Award Management", the contractor is responsible for providing updated information to the System for Award Management (SAM) database. Additionally, the contractor is responsible for maintaining its active status in the SAM database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the SAM database, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the SAM database. Additionally, any changes/updates made to the SAM database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR)(OCT 2005)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

| <u>ITEM(S)</u> | <u>ALLOTED TO FIXED FEE</u> |
|----------------|-----------------------------|
| CLIN* | \$ dollar amount* |

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

| <u>ITEM(S)</u> | <u>ALLOTED TO COST</u> | <u>PERFORMANCE</u> |
|----------------|------------------------|--------------------|
| CLIN* | \$dollar amount* | insert period* |

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

***To be completed at the task order level.**

CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES
(NAVAIR)(JUN 2012)**

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9529 INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES
(NAVAIR)(JUN 2014)**

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required documentation in accordance with contract CDRL [insert appropriate CDRL number]. When a subcontractor submits directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly submitted to the Government.

(a) **General:** The contractor shall provide supporting documentation as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL [insert appropriate CDRL number]. This documentation shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice.

(b) **Incurred Costs:** For cost reimbursable service contracts and for cost reimbursable contract line items for or related to services, the contractor shall segregate costs incurred and utilize the data tables outlined in attachment [insert appropriate contract attachment number] to provide the detail required below. The total of all cost elements below shall match the applicable invoiced amount(s). If a particular element is not applicable or there are no costs associated to a particular element, the tables shall state "Not Applicable." Documentation required herein that is not reported as part of the data tables shall be included as a separate attachment or otherwise made available for review in a location accessible to the Government with notification of this location provided to the Procuring Contracting Officer.

(1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in attachment [insert appropriate contract attachment number].

(2) **Labor:** Incurred costs for labor shall be reported by completing the "Invoiced Labor" tab, and, if applicable, the "If Individuals>Hourly Tripwire" tab included in attachment [insert appropriate contract attachment number]. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

(3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in attachment [insert appropriate contract attachment number]. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be documented. For travel, the dates, destinations, names of individuals traveling, purpose and total cost shall be documented. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The following statement regarding ODCs and Labor shall also be included, if applicable: "No fee has been applied to ODCs, and the applicable fee and pass through rate do not exceed those identified in NAVAIR Clause 5252.215-9512, Saving Clause."

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

| Functions Retained | Retained for Performance By: |
|--|------------------------------|
| FAR 42.302 (a)(3) Conduct post-award orientation conferences. | PCO |
| FAR 42.302 (a)(4) Review and evaluate contractors' proposals under Subpart 15.4 and, when negotiation will be accomplished by the contracting officer, furnish comments and recommendations to that officer. | PCO |
| FAR 42.302 (a)(9) Establish final indirect cost rates and billing rates for those contractors meeting the criteria for contracting officer determination in Subpart 42.7. | PCO |
| FAR 42.302 (a)(16) Ensure timely notifications by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursable contracts. | COR and TOCOR |
| FAR 42.302 (a)(41) Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability, data control systems, configuration management, and independent research and development. | COR and TOCOR |
| FAR 42.302 (a)(44) Perform engineering analyses of contractor cost proposals. | COR and TOCOR |
| FAR 42.302 (a)(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required. | COR and TOCOR |
| FAR 42.302 (a)(58) Ensure timely submission of required reports. | PCO, COR, and TOCOR |
| FAR 42.302 (a)(65) Accomplish administrative closeout procedures | PCO |
| FAR 42.302 (a)(67) Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems. | COR and TOCOR |
| DFARS 242.302 (a)(67) Also support program offices and buying activities in pre-contractual efforts leading to a solicitation or award. | PCO, COR, and TOCOR |
| FAR 42.302 (a)(70) Deobligate excess funds after final price determination. | PCO |

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

| Additional Functions | Retained for Performance By: |
|----------------------|------------------------------|
| N/A | N/A |
| | |
| | |
| | |

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9513 FUNDING TO BE PROVIDED ON TASK ORDERS (NAVAIR)(OCT 2005)

All funding for this contract will be provided on the individual task orders. The first task order issued under CLIN 0001 Mobilization concurrent to award of this contract will meet the Government's minimum requirement.

Section H - Special Contract Requirements

H.1. ISSUANCE OF TASK ORDERS

Unilateral task orders will be issued for each order. The government will not request a proposal for each task order, and the contractor shall not provide a proposal for each task order.

Each task order will identify the labor categories and labor hours required to be performed by the contractor, and if applicable, travel and/or material. The labor categories, fixed burdened labor rates, and travel and material fixed factors will be accordance with the contract labor categories, fixed burdened labor rates, and travel and material fixed factors established in Section B and Section J, Attachment 4, Engineering Services Support (ESS) Spreadsheet.

The fixed fee dollar amount will be added to the task order in accordance with the clause 5252.211-9503, Level of Effort (Cost Reimbursement) and clause 5252.232-9510, "Payment of Fixed Fee." No fee shall be applicable to travel or material costs.

All qualifications of the labor provided to perform the task order, whether provided by the prime contractor or a subcontractor shall comply with the labor qualifications set forth in Section J, Attachment 1 Statement of Work (SOW). Failure to comply with the contract's labor category qualifications set forth in the Statement of Work is a material breach of the contract.

If a labor category is identified in the SOW as a Key Personnel, only the Contracting Officer is authorized to approve a substitution, as stated at clause 5252.237-9501, "Addition or Substitution of Key Personnel."

H.2. PAYMENT OF TASK ORDERS

Labor Costs: The Contractor will be reimbursed at the fixed burdened labor rates, exclusive of fee, set forth in Section B and Section J, Attachment 4 Engineering Services Support (ESS) Spreadsheet" for actual hours incurred under each task order.

Material/Travel: The Contractor will be reimbursed for its actual total material and actual total travel costs, regardless of whether the costs are incurred by the prime or subcontractor, applied against the material and travel fixed factors set forth in Section B and Section J, Attachment 4 "Engineering Services Support (ESS) Spreadsheet", under each task order.

Fee: The fixed fee dollar amount will be paid in accordance with clause 5252.211-9503, Level of Effort (Cost Reimbursement) and clause 5252.232-9510, "Payment of Fixed Fee." No fee shall be applicable to travel or material costs.

H.3. SCA LABOR CATEGORY

The majority of this effort is professional engineering services to augment the government workforce; however, the Drafter/CAD Operator III, required for this effort is wage-grade, so the Service Contract Act of 1965 applies. Fixed burdened rates for all labor categories, including the wage-grade labor category, will be established for this contract. The Department of Labor (DOL) or Collective Bargaining Agreement (CBA) rate associated with the wage-grade labor category will be reviewed each year on the anniversary date of the contract. If the DOL or CBA rate is over the fixed burdened rate established in the contract, a Re-Wage Determination will occur and the contract will be modified to include the revised rate.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|-------------------------|----------|
| 252.227-7020 | Rights In Special Works | JUN 1995 |
| 252.228-7001 | Ground And Flight Risk | JUN 2010 |

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY(IT) (NAVAIR)(SEP 2012)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at:

http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, the COR shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (NAVAIR)(MAR 2007)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [Insert attachment number]. [Insert either "Task orders issued under the contract" or "The contract"] will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [Insert the period of prohibition] after the date of completion of the contract. (FAR 9.505-1(a))

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense,

subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [Insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of three (3) years after the terms of this contract. (FAR 9.505-2(b)(1))

[X] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with three (3) years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government

may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) A description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) A description of the work to be performed;
- (3) The dollar amount;
- (4) The period of performance; and
- (5) A description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

CLAUSES INCORPORATED BY FULL TEXT

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (AUG 2013)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <https://assist.dla.mil/online/start/>. To access these documents, select the Quick Search link on the site home page.

CLAUSES INCORPORATED BY FULL TEXT

5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR)(JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

CLAUSES INCORPORATED BY FULL TEXT

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.228-9500 ADDITIONAL DEFINITIONS WITH RESPECT TO "GROUND AND FLIGHT RISK" CLAUSE (NAVAIR) (DEC 1991)

For the purpose of complying with the "Ground and Flight Risk" clause, the contractor's premises shall be deemed to be the Government-owned sites, located at FRC East and any of its remote sites.

CLAUSES INCORPORATED BY FULL TEXT

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled 52.228-7, "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the Contracting Officer's Representative (COR) a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The **COR** will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor and the Procuring Contracting Officer.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractor's documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR)(JUL 1985) - ALT I (OCT 2005)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

(a) The amount available for payment and allotted to this incrementally funded contract is:

| | |
|--------------------|-------------|
| Funded Cost | \$ * |
| Funded Fee | \$ * |
| TOTAL FUNDS | \$ * |

(b) This contract is incrementally funded and the amount currently available for payment is limited to \$ * which includes a fixed fee amount of \$ *. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the revised total shall arise unless additional funds are made available and incorporated in a contract modification.

(c) the items covered by such amount are Item(s) *; and

(d) the period of performance for which it is estimated the allotted amount will cover is *

***To be completed at the task order level.**

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the

contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Erin Young, AIR-2.5.3.1.1.
NAWCTSD
12211 Science Dr.
Orlando, FL 32826
Email: erin.b.young@navy.mil
Phone: (407) 380-4155

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

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| 52.202-1 | Definitions | NOV 2013 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-7 | Anti-Kickback Procedures | MAY 2014 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | OCT 2010 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | APR 2014 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | OCT 2015 |
| 52.204-13 | System for Award Management Maintenance | JUL 2013 |
| 52.204-14 | Service Contract Reporting Requirements | JAN 2014 |
| 52.207-3 | Right of First Refusal of Employment | MAY 2006 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | OCT 2015 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | JUL 2013 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.209-11 | Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under and Federal Law | FEB 2016 |
| 52.215-2 | Audit and Records--Negotiation | OCT 2010 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | AUG 2011 |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | OCT 2010 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2010 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications | OCT 2010 |
| 52.216-7 | Allowable Cost And Payment | JUN 2013 |
| 52.216-8 | Fixed Fee | JUN 2011 |
| 52.219-6 | Notice Of Total Small Business Set-Aside | NOV 2011 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2014 |
| 52.219-14 | Limitations On Subcontracting | NOV 2011 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | JUL 2013 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-17 | Nondisplacement of Qualified Workers | MAY 2014 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |

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| 52.222-26 | Equal Opportunity | APR 2015 |
| 52.222-35 | Equal Opportunity for Veterans | OCT 2015 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUL 2014 |
| 52.222-37 | Employment Reports on Veterans | FEB 2016 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-41 | Service Contract Labor Standards | MAY 2014 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts) | MAY 2014 |
| 52.222-50 | Combating Trafficking in Persons | MAR 2015 |
| 52.222-54 | Employment Eligibility Verification | OCT 2015 |
| 52.222-55 | Minimum Wages Under Executive Order 13658 | DEC 2015 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-10 | Waste Reduction Program | MAY 2011 |
| 52.223-12 | Refrigeration Equipment and Air Conditioners | MAY 1995 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts | MAY 2008 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | AUG 2011 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.228-7 | Insurance--Liability To Third Persons | MAR 1996 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-20 | Limitation Of Cost | APR 1984 |
| 52.232-22 | Limitation Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-25 Alt I | Prompt Payment (July 2013) Alternate I | FEB 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | JUL 2013 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 2013 |
| 52.233-1 Alt I | Disputes (May 2014) - Alternate I | DEC 1991 |
| 52.233-3 Alt I | Protest After Award (Aug 1996) - Alternate I | JUN 1985 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-3 | Penalties for Unallowable Costs | MAY 2014 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 Alt I | Changes--Fixed Price (Aug 1987) - Alternate I | APR 1984 |
| 52.243-2 Alt I | Changes--Cost-Reimbursement (Aug 1987) - Alternate I | APR 1984 |
| 52.244-2 | Subcontracts | OCT 2010 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.244-6 | Subcontracts for Commercial Items | FEB 2016 |

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| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 52.247-63 | Preference For U.S. Flag Air Carriers | JUN 2003 |
| 52.248-1 | Value Engineering | OCT 2010 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | APR 2012 |
| 52.249-6 | Termination (Cost Reimbursement) | MAY 2004 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7003 | Agency Office of the Inspector General | DEC 2012 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |
| 252.204-7000 | Disclosure Of Information | AUG 2013 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | System for Award Management Alternate A | FEB 2014 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | DEC 2015 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | DEC 2015 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | OCT 2015 |
| 252.215-7000 | Pricing Adjustments | DEC 2012 |
| 252.215-7002 | Cost Estimating System Requirements | DEC 2012 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JUN 2013 |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada--Submission after Award | OCT 2015 |
| 252.225-7012 | Preference For Certain Domestic Commodities | FEB 2013 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.228-7005 | Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles | DEC 1991 |
| 252.239-7001 | Information Assurance Contractor Training and Certification | JAN 2008 |
| 252.242-7006 | Accounting System Administration | FEB 2012 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JUN 2013 |
| 252.244-7001 | Contractor Purchasing System Administration | MAY 2014 |
| 252.246-7003 | Notification of Potential Safety Issues | JUN 2013 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of PCO and shall not be binding until so approved.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 500 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 199, 144 hours;

(2) Any order for a combination of items in excess of 599,386 (110% of 544,896 hours); or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days from the end of the ordering period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to expiration date of the contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2015)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

tab (2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg

(c) Display of combating trafficking in persons and whistleblower hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contract the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from contract award through sixty (60) months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR)(OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Fleet Readiness Center East (FRCE) or any of its remote sites. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as

an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to as noted in the Attached CDRLs. All losses are to have the permanent badges returned to the on-site COR on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|----------------|--|-------|-------------|
| Exhibit B | Contract Data Requirements Lists (CDRLs) | 7 | 29-MAR-2016 |
| Attachment 1 | SOW for ESS AIR 4.0 FRCE | 59 | 05-MAY-2016 |
| Attachment 2 | DD Form 254 DoD Contract Security Classification Specification | 2 | 17-NOV-2015 |
| Attachment 3 | NAWCTSD Data Item Transmittal/Acceptance/Rejection Form | 1 | 29-MAR-2016 |
| Attachment 4 | Engineering Services Support (ESS) Spreadsheet | 2 | 29-MAR-2016 |
| Attachment L-1 | FRC East Visit Access-Badge Request | 3 | 07-APR-2016 |
| Attachment L-2 | CPAQ | 15 | 12-MAY-2016 |
| Attachment L-3 | FAR 52.222-46 Hourly Wages | 8 | 23-MAY-2016 |
| Attachment L-4 | NAVAIR TRIPWIRES | 1 | 08-APR-2016 |

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision--

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database at <http://www.acquisition.gov> (see 52.204-7).

252.204-7004 SYSTEM FOR AWARD MANAGEMENT (52.204-7)(JUL 2013) - ALT A (FEB 2014)

(a) Definitions. As used in this provision--

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) Code” means -

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that--

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state, and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) - ALTERNATE A (JAN 2015)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541330**.
- (2) The small business size standard is \$38.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
 - (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - ☐ (i) Paragraph (d) applies.
 - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, System for Award Management.
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
 - (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
 - (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
 - (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
 - (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II & III) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

[x] (i) 52.204-17, Ownership or Control of Offeror.

[] (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[] (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

[] (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

[] (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

[] (vi) 52.227-6, Royalty Information.

[] (A) Basic.

[] (B) Alternate I.

[] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Corps and Military Recruiting on Campus - Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment - Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities - Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy) - Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain) - Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

☒ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐ (ii) 252.225-70001, Buy American-Balance of Payments Program Certificate.

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Website accessed through <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
| | | | |
| | | | |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted in the SAM database.

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION WITH OFFER (OCT 2015)

(a) Definition. “United States”, as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if—

(1) The offer exceeds \$13.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—

(i) Exceeds \$700,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for--

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using--

- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
- (2) A computer-generated report that contains all information required by DD Form 2139.
- (e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

**5252.209-9511 ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION (SERVICES)
(NAVAIR)(APR 1989)**

This solicitation contains an organizational conflicts of interest clause in Section H, which is to appear in the awarded contract. Along with their proposals, offerors must check the appropriate box below:

- ☐ Information concerning a conflict of interest, as identified in NAVAIR 5252.209-9510, is provided.
- ☐ No conflict of interest exists.

**5252.222-9501 IDENTIFICATION OF FIRST-TIER SUBCONTRACTORS FOR PRE-AWARD
CLEARANCE PURPOSES (NAVAIR) (FEB 1995)**

(a) In order to comply with the pre-award clearance requirement of FAR 22.805(a), the bidder/offeror will identify any first-tier subcontractors proposed and estimated at \$10,000,000 or more, including name, address, telephone number, place or places of performance, and the estimated amount of the subcontract (if known) in the space provided below:

(b) For the purpose of this clause, "subcontract" means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee), (1) for furnishing of supplies or services or for use of real or personal property, including lease arrangements, that in whole or in part is necessary to the performance of any one or more Government contracts or (2) under which any portion of the contractor's obligation under any one or more Government contracts is performed, undertaken, or assumed. "Subcontractor" means any person who holds, or has held a subcontract subject to EO 11246. The term "first-tier subcontractor" means a subcontractor holding a subcontract with a prime contractor.

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|---|----------|
| 52.215-16 | Facilities Capital Cost of Money | JUN 2003 |
| 52.215-22 | Limitations on Pass-Through Charges--Identification of Subcontract Effort | OCT 2009 |
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation | FEB 1999 |
| 52.237-1 | Site Visit | APR 1984 |

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision --

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in

the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets insert numbers or other identification of sheets; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/ Indefinite Quantity (ID/IQ) contract with Cost Plus Fixed Fee with Fixed Burdened Rates orders and a Firm Fixed Price mobilization order, resulting from this solicitation.

52.222-46**EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high- quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high- quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

In lieu of providing the compensation plan outlined in FAR clause 52-222-46, the offeror is to follow Section L 2.2.2 Fixed Burdened Rates.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

NAWCTSD
Contracting Officer – 2.5.3.1.
12211 Science Dr.
Orlando, FL 32826-3224

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/> or <http://www.farsite.hill.af.mil/>.

ANTICIPATED AWARD DATE

The anticipated award date for this requirement is **27 October 2016**.

5252.233-9500 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) (MAR 1999)

(a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. A protest to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, "Service of Protest" of this solicitation.

(b) The protester may request an independent review of the Contracting Officer's decision on the protest by filing a written appeal with:

*The Chief of the Contracting Office (AIR 2.5.3)

Timothy Cichon
NAWCTSD
12211 Science Dr.
Orlando, FL 32826-3224

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

SECTION L INFORMATION

SECTION L – INSTRUCTIONS TO OFFERORS

PART A GENERAL INSTRUCTIONS

1.0 GENERAL

Section L contains instructions on how to prepare and submit proposals in response to this solicitation. Nonconformance with these instructions may result in an unfavorable proposal evaluation.

The government will base its evaluation on the information presented in the offeror's proposal. The offeror has the burden to submit a proposal that convincingly demonstrates that the offeror has an accurate understanding of the requirements; that the offeror has viable solutions for the requirements; and that the offeror is able, willing and competent to devote the resources necessary to meet the requirements.

It is the offeror's responsibility to submit a proposal that enables government evaluators to effectively evaluate and substantiate the validity of any assertions set forth in the offeror's proposal. Do not simply rephrase or restate the government's requirements. Statements that the offeror will provide a particular feature or objective without explaining how the offeror proposes to meet that feature or objective may adversely impact the evaluation of the offeror. The following types of statements may adversely impact the government's evaluation of the offeror:

- unsupported statements that the offeror allegedly understands the requirements;
- unsupported statements that the offeror allegedly can or will comply with requirements;
- unsupported statements that merely paraphrase the requirements;
- undefined or explained statements such as "best commercial practices will be used";
- undefined or explained statements such as "standard procedures will be used"; and
- undefined or explained statements such as "well-known techniques will be employed".

Alternate proposals are not acceptable. In addition, taking exception or deviating from any term or condition of the RFP may make the proposal not awardable.

There is no need to repeat information in the same volume or in more than one volume. If an overlap exists, the detailed information should be included in the most logical place and summarized and referenced in other areas. With the exception of the Price or Past Performance Volumes, no cost or pricing information should appear in any volume.

2.0 PROPOSAL FORMAT

Written proposals must be formatted using a Times New Roman 12 point normal font, no reduction permitted, single-spaced, 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper. All pages shall be numbered with section and page numbers. When foldout pages are used, they must not exceed 11 x 17 inches and will be counted as 1 page. Drawings may be provided separately and may be any size, with font of any size, but should be folded to approximately 8.5 x 11 inch standard size and will count as 1 page. Graphs shall be presented in no smaller than a 10 point font.

3.0 PROPOSAL VOLUMES

All proposals must be UNCLASSIFIED. Each volume of the proposal shall be submitted as one paper original as specified in the table below. The offeror shall provide a complete copy of the proposal fully compatible with Microsoft Office 2010 on a Compact Disk Read-Only Memory (CD-ROM). For information not supported by Microsoft Office products, the offeror shall provide the latest Adobe Acrobat reader on the CD-ROM. The offeror

shall ensure that the Price Volume is provided on a separate CD-ROM in Microsoft Office 2010 Excel format, with spreadsheets unprotected and no hidden cells. Each CD-ROM is to be labeled for content and the offeror's name. If a discrepancy exists between the original paper version of the proposal and the CD-ROM "copy," the paper original will take precedence.

Each proposal volume binder must contain the solicitation number; cover and title page; title of the proposal; offeror's name, address, CAGE Code, and point of contact; proposal volume number; and table of content in sufficient detail so evaluators can easily locate elements. The original of each volume shall be two-hole punched at top of each page and delivered in pressboard classification folders (two partition, six prong, one-inch bonded fasteners).

| Volume Number | Volume Title | Pages | Copies Required |
|---------------|---|-----------|-----------------------------------|
| I | PAST PERFORMANCE | As needed | 1 Paper Original 1 CD-ROM Copy |
| II | PRICE | As needed | 1 Paper Original 1 CD-ROM Copy |
| Annex A | Past Performance Volume Statements of Work and Specifications for Past Performance Contracts with relevant portions clearly identified | As needed | 1 Paper Original 1 CD-ROM Copy |

4.0 PROPOSAL SUBMISSION

Mark all packages clearly with the solicitation number. Proposal submissions shall be received no later than the date and time specified in Section A, Block 9 of the Standard Form 26. Offerors shall not submit proposals by facsimile, via email, or any other electronic submissions.

It is requested that the Offeror submit the Volume I Past Performance, two weeks prior to the submission date/time specified in Block 9 of Standard Form 33 of the RFP.

4.1 Hand Carried Proposals: Hand carried proposals must be delivered to the address below in paragraph 4.2, attention Sarah Lewellen. If a proposal or amendment is hand carried, the offeror must submit a written visit request no later than twenty-four (24) hours prior to delivery of the proposal. Without the visit request, the offeror may not get beyond the installation security gate to deliver its proposal. A visit request may be obtained by contacting Sarah Lewellen, Contract Specialist, at Sarah.lewellen@navy.mil. Offerors will be required to supply the Contract Specialist with the name, citizenship, and telephone numbers of all the individuals that will be present to hand deliver the proposals in order to prepare the necessary Visitor Request(s) prior to arrival. NAWCTSD is a secured facility, and all visitors will be stopped by security personnel upon entrance. Only authorized visitors will be permitted to enter. Upon admittance, offerors are required to report to the lobby of the DeFlorez Building and contact the cognizant Contract Specialist to accept the proposal submission (a telephone is available in the lobby to place calls within the building). In the event that Sarah Lewellen is not available, please contact the alternate point of contact, Erin Young, at (407) 380-4155.

Please note center security personnel are not authorized to accept proposals. The Contract Specialist will provide the Offeror with documentation reflecting the date and time the proposal submission was received for the Offeror's record.

- 4.2 Non-Hand Carried Proposals:** Offerors shall submit proposals using the following address:
Naval Air Warfare Center Training Systems Division
Code: AIR-2.5.3.1.2
Attn: Sarah Lewellen, Contract Specialist
12211 Science Drive
Orlando, FL 32826
Phone: (407) 380-8012
Solicitation Number: N61340-16-R-1120

IMPORTANT NOTICE:

All packages entering the Consolidated Mail Facility onboard NAWCTSD are being scanned.

- 4.3 Restriction on Disclosure and Use of Data:** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the government except for evaluation purposes, shall—

- (a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a task or delivery order is awarded to this offeror as a result of — or in connection with — the submission of this data, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting task or delivery order. This restriction does not limit the government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*; and

- (b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

5.0 PROPOSAL PACKAGING

The offeror shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible, grouping like-volumes to the maximum extent possible. Each container shall be single-person portable. One container shall include all original proposal volumes. Each box should include a packing slip detailing the contents, to include the volume number, title, and copy number. Also, each box should be stamped or marked "For Official Use Only."

6.0 CHANGES TO SOLICITATION

All amendments to this solicitation will be posted at <https://www.fbo.gov/>. Offerors and potential offerors should search the database for the solicitation number **N61340-16-R-1120**.

7.0 SOLICITATION QUESTIONS

Any questions regarding this solicitation must be submitted in writing by electronic mail to both of the following addresses:

Sarah Lewellen, Contract Specialist, sarah.lewellen@navy.mil, and
Erin Young, PCO, erin.b.young@navy.mil

Each question shall reference the applicable document, paragraph, and page number. Questions containing proprietary information shall not be submitted because all government responses to questions will be provided to all potential offerors via amendment to the solicitation. All questions must be submitted no later than 21 June 2016.

The government reserves the right to not respond to any questions received concerning this solicitation after the question receipt date above. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions to the government early in the proposal cycle. It is not anticipated that the closing date for receipt of offers will be extended.

PART B SPECIFIC INSTRUCTIONS

1.0 VOLUME I – PAST PERFORMANCE (Factor 1)

1.1 Past Performance Contracts for Offeror

1.1.1. Offeror's shall identify up to three of the prime offeror's most recent and relevant government or commercial past performance contracts. The government will not consider past performance for other than the prime offeror.

1.1.2. The offeror has the burden of providing thorough and complete past performance information. The government has no duty to search for additional data to cure problems the government finds in the information provided by the offeror.

1.1.3. Any submitted past performance contract must contain 12 months of performance within five (5) years of the proposal due date specified in Section A, Block 9 of the Standard Form 26. Performance that took place greater than five years from the proposal due date will not be considered.

1.1.4. Offerors may not submit an entire Multiple-Award Contract (MAC) as a past performance contract reference. Task orders awarded under MACs will be considered standalone "contracts" for purposes of past performance evaluation. For a single-award indefinite delivery contract, offerors may submit the entire basic contract as a past performance reference, or may submit a specific task order as a past performance reference. If an offeror proposes an entire single-award indefinite delivery contract as a past performance reference, however, the offeror must provide the past performance information set forth in CPARS, or if not available, in a completed CPAQ, for each and every task order issued. If a single-award indefinite delivery past performance contract contains ten or more task or delivery orders issued under it, then the offeror may combine task or delivery orders into manageable groups of orders for the government's evaluation.

1.2 Relevancy Information of the Past Performance Contract

For each past performance contract referenced, the offeror shall provide rationale on how the services performed by the offeror compares to the services required to be performed by the offeror under this solicitation in the following areas:

1.2.1. Scope of Effort — The offeror shall provide rationale on how the scope of the work performed in the offeror's past performance contract's Statement of Work, Performance Work Statement, and/or Statement of Objectives compares to the scope of the requirements under this solicitation's Statement of Work regarding each of the Engineering Support Services (ESS) described in the below, "Relevancy Information of the Past Performance Contract Worksheet" under the Scope of Effort section. The offeror shall complete its rationale for each ESS in the below "Relevancy Information of the Past Performance Contract Worksheet" under the Scope of Effort section. The offeror shall also provide the paragraph reference(s) for the portion of the past performance contract's Statement of Work, Performance Work Statement, and/or Statement of Objectives in the "Relevancy Information of the Past Performance Contract Worksheet" column entitled, "Offeror's Paragraph Reference" under the Scope of Effort section.

1.2.2. Magnitude of Effort — The offeror shall provide the average annual number of labor hours of the effort performed by the offeror under the past performance contract and rationale to how the average number of labor hours of the effort performed compares to the average annual number of labor hours to be worked under this solicitation (98,112 labor hours) in the “Relevancy Information of the Past Performance Contract Worksheet” under the Magnitude of Effort section.

1.2.3. Complexity of Effort — The offeror shall provide the following in the “Relevancy Information of the Past Performance Contract Worksheet” under the Complexity of Effort section:

1.2.3.1. Average annual number of labor hours worked wherein Engineering Support Services was performed and rationale on how the average annual number of labor hours of the past performance contract wherein Engineering Support Services was performed compares to the average annual number of labor hours of this solicitation wherein Engineering Support Services will be performed (98,112 labor hours).

1.2.3.2. Number of sites supported and rationale on how the number of sites supported under the past performance contract effort compares to the number of sites supported for this solicitation’s effort (9 sites).

1.2.3.3. Number of shifts and rationale on how the number of shifts worked per day under the past performance contract effort compares to the number of shifts per day to be worked under this solicitation’s effort (3 shifts).

1.2.3.4. Number of days per week and rationale on how the number of days per week worked under the past performance contract effort compares to the number of days per week to be work for this solicitation’s effort (7 days a week).

**Relevancy Information of the Past Performance Contract
Worksheet**
(Complete one for each contract submitted)

| Contractor Name: _____ Contract Number: _____ | | | |
|---|---|--|-------------------------------|
| SCOPE OF EFFORT | | | |
| ESS Scope of Work | Detailed ESS Scope of Work | SOW Paragraph Reference | Offeror’s Paragraph Reference |
| Engineering Investigations | Conduct Engineering Investigations (EI) for aircraft or Support Equipment Systems to include an in-depth failure analysis to investigate customer reports of premature or unusual failures or malfunctions, along with analysis to prevent reoccurrence and improve reliability and readiness of aircraft and support equipment systems. Demonstrations of Engineering Investigations include but are not limited to root cause analysis to determine cause failure, laboratory analysis of failed components or software, conclusion detailing cause and progression of failure, mitigation action to ensure immediate safety, and/or recommended follow on actions to prevent future reoccurrence of failure. | 3.4.1.3 3.4.2.2.5 3.4.2.3 3.4.3.2.7 3.4.4.2.9 3.4.5.5 3.4.7 | |
| Offeror to complete its rationale for Engineering Investigations: | | | |
| Engineering Data | Develop engineering data for technical directives, manuals, drawings, Engineering Analysis, and develop Computer | 3.2.7.7 3.4.1.1 3.4.1.5 3.4.1.6.1 | |

| | | | |
|---|---|---|--|
| | Aided Design/Computer Aided Manufacturing (CAD/CAM) models. Engineering data includes information relating to design, fabrication, test, and inspection of an aircraft or support equipment system. | 3.4.1.6.3 3.4.2.5 3.4.2.6.1 3.4.2.6.2 3.4.3.4 3.4.3.5.1 3.4.3.5.3 3.4.4.4.1 3.4.5.7 3.4.5.8.1 3.4.5.8.3 3.4.8 3.4.9.1 3.4.9.3 3.5.16.7 | |
| Offeror to complete its rationale for Engineering Data: | | | |
| Production Engineering Services | Perform Production Engineering Services (PES) to any aircraft, engine or component rework facilities/shop areas. Demonstration of PES includes, but is not limited to trouble shooting of aircraft, engines, support equipment and related systems; calibration support to FRC East in accordance with Metrology Engineering production support processes; design, modification, maintenance, and documentation of FRC support equipment systems; and preparation of Local Engineering Specifications (LES), Temporary Engineering Instructions (TEI), responses to Material Review Board (MRB) requests, Service Requests, Maintenance Repair Overhaul Deviation Request (MDR), and other production requests for engineering support. | 3.4.6 3.4.6.1 3.4.6.2 3.4.6.2.1 3.4.6.2.2 3.4.6.2.3 3.4.6.2.4 3.4.6.2.4.1 3.4.6.2.4.2 3.4.6.3 3.4.6.3.4 3.5.16.8 | |
| Offeror to compete its rationale for Production Engineering Services: | | | |
| Configuration Management | Configuration Management processes for modifications of aircraft or support equipment systems to include preparation of daily fully verified Operational Test Program Set (OTPS) hardware and software updates for formal release to customers, and configuration management documentation. | 3.2.6 3.2.6.1 3.2.7 3.4.2.2.2 3.4.2.2.3 3.4.3.2.2 3.4.3.2.3 3.4.3.2.4 3.4.3.2.5 3.4.4.2.2 3.4.4.2.3 3.4.4.2.4 3.4.4.2.6 3.4.5.1.2 3.4.5.1.3 3.4.5.1.4 3.4.5.1.5 3.4.5.3 3.4.6.3.1 3.4.6.3.2 3.5.10 | |
| Offeror to complete its rationale for Configuration Management: | | | |

| | | | |
|---|---|--|--|
| Reliability and Affordability Analysis Tasks | Perform Reliability and Affordability Analysis Tasks (RAAT). Demonstration of RAAT includes, but is not limited to, review of Failure Mode Effects Criticality Analysis (FMECA), performing Reliability Centered Maintenance (RCM), determining causal factors, design alternatives, developing corrective actions and support concepts while providing maintenance efficiencies (i.e. reduce increasing maintenance/failure trends) to improve system/component life and reducing life cycle costs while increasing readiness. | 3.4.1.4 - 3.4.1.4.8 3.4.2.4 - 3.4.2.4.7 3.4.3.3 - 3.4.3.3.7 3.4.4.3 - 3.4.4.3.8 3.4.5.6 - 3.4.5.6.7 3.4.7.1 - 3.4.7.1.8 | |
| Offeror to complete its rationale for Reliability and Affordability Analysis Taks: | | | |
| | | | |
| Contractor Name: _____ Contract Number: _____ | | | |
| MAGNITUDE OF EFFORT | | | |
| | Performed By Offeror Under Past Performance Contract | Required Under This Solicitation | |
| Average annual number of labor hours worked | | 98,112 labor hours | |
| Offeror to complete its rationale on how the average number of labor hours of the effort performed compares to the average annual number of labor hours to be worked under this solicitation | | | |
| | | | |
| Contractor Name: _____ Contract Number: _____ | | | |
| COMPLEXITY OF EFFORT | | | |
| | Performed By Offeror Under Past Performance Contract | Required Under This Solicitation | |
| Average annual number of labor hours worked where Engineering Support Services was performed | | 98,112 labor hours | |
| Number of sites supported | | 9 sites | |
| Number of shifts | | 3 shifts | |
| Number of days per week | | 7 days a week | |
| Offeror to complete its rationale on how the average number of hours worked where Engineering Support Services was performed, number of sites supported, number of shifts, and number of days per week compares to the average number of hours worked where Engineering Support Services will be performed, number of sites supported, number of shifts, and number of days per week under this solicitation. | | | |

1.3 Demonstrated Performance Information of the Past Performance Contract

1.3.1. If a CPARS report is not available for a past performance contract, the offeror shall complete the Contractor Performance Assessment Questionnaire (CPAQ), Attachment L-2, for each past performance contract.

1.3.2. All CPAQs shall be submitted to Sarah Lewellen, Contract Specialist, at sarah.lewellen@navy.mil and Joseph Willdigg, Contract Specialist, at joseph.willdigg@navy.mil within two weeks from the RFP release date.

1.3.3. For each past performance contract, the following areas shall be addressed in either CPARS, or if CPARS is not available, in a completed CPAQ:

1.3.3.1 Quality. The offeror's past performance in the delivery of quality supplies and services, which includes meeting technical requirements.

1.3.3.2 Schedule. The offeror's past performance in meeting schedule requirements, to include on-time or late deliveries, and modifications of original schedules.

1.3.3.3 Cost Control. The offeror's past performance in controlling contract costs, to include the cost of performance, cost overruns, and cost underruns.

1.3.3.4 Management. The offeror's past performance in managing the contracted effort, to include management responsiveness, subcontract management, program management and other management, and management of key personnel.

1.3.3.5 Utilization of Small Business. The offeror's past performance in utilizing small business, to include compliance with terms and conditions of the contract for small business participation, and compliance with FAR 52.219-8 Utilization of Small Business Concerns.

1.3.3.6 Regulatory Compliance. The offeror's past performance in compliance with all terms and conditions in the contract or order relating to applicable regulations and codes.

1.3.4. For any past performance problem identified in the CPAQ, describe the status of the problem and what measures the offeror used to resolve the problem and prevent recurrence. If the problem was or is recurring, describe the impact that the offeror's improvement effort had or will have on resolving the problem.

1.3.5. The government may use information other than information provided by the offeror in its proposal, and may use past performance information obtained from sources other than those identified by the offeror.

2.0 VOLUME II – PRICE (Factor 2)

2.1 Price Volume

No price information shall be included in cover letters. The Price Volume shall be prepared in accordance with the instructions below.

The government anticipates, based on more than one potential offeror expressing interest in this procurement, that pricing will be determined reasonable based on adequate price competition. However, per DFARS 215.371 if only one offer is received in response to this competitive solicitation the government may require the submission of cost or pricing data necessary to determine a fair and reasonable price and to comply with the requirement for certified cost or pricing data at FAR 15.403-4.

2.2 Engineering Services Support (ESS) Spreadsheet

The offeror shall complete the ESS Spreadsheet, Attachment 4. The labor categories, labor hours, unburdened travel and unburdened material amounts for the proposed work effort have been identified by the government in the spreadsheet. The offeror shall NOT tailor any of this information.

2.2.1. Labor Categories and Labor Hours.

Government labor categories set forth in the ESS Spreadsheet are described in Section J, Attachment 1, Statement of Work. The proposed labor personnel shall meet the requirements set forth in Section J, Attachment 1, Statement of Work. The government's labor category titles may not be the same nomenclature as the offeror's existing labor category titles, but the offeror shall NOT tailor the "Government Labor Category" column in the ESS Spreadsheet. Instead, the offeror shall insert the title of the labor category the offeror will be utilizing in the adjacent column entitled, "Contractor Proposed Category," but only if the offeror's labor category qualifications meet the government's labor category qualifications set forth in Section J, Attachment 1. The offeror's proposed labor categories must meet the minimum personnel qualifications for each comparable government-provided labor category.

2.2.2. **Fixed Burdened Rates.** The offeror shall insert fixed burdened labor rates for each labor category identified in the ESS Spreadsheet. Formulas have been created in the spreadsheet to multiply the inserted fixed burdened labor rates by the labor category's number of hours. The fixed burdened labor rates shall include its direct labor rate and all other applicable and allowable direct costs and/or indirect costs, excluding fee. The fixed burdened labor rates shall also use a 40-hour week for conversion of salaried employees to hourly basis.

If an offeror's proposed fixed burdened labor rate is 10% or more **LOWER** than the government provided rates set forth in Attachment L-3, the offeror must explain why its salaries and fringe benefits are adequate to attract, recruit, and retain suitably qualified personnel to meet requirements. Such information may include data, such as recognized national and regional compensation surveys, and studies of professional, public, and private organizations used to establish the offeror's total compensation structure.

Offeror's proposed fixed burdened labor rate shall not exceed the NAVAIR functional area tripwires rates set forth in Attachment L-4.

2.2.3. **Mobilization.** The offeror shall propose a firm-fixed price for Mobilization in the ESS Spreadsheet.

2.2.4. **Material and Travel.** The government has provided the offeror an unburdened material and travel amounts in the ESS spreadsheet.

2.2.4.1. The offeror shall propose a fixed factor for material and a fixed factor for travel that will be applied against the government provided unburdened material and travel amounts. The fixed factor includes all appropriate indirect rates allowable and allocable to travel and material. Fee shall not be included in any of the fixed factors.

2.2.5. **Fee.** The offeror shall insert a fixed fee percentage in the ESS Spreadsheet. The contract will contain the offeror's proposed fixed fee dollar amount, which is the fee percentage multiplied by the offeror's total estimated price, excluding travel and material. No fee shall be applied to travel and material. The proposed fixed fee shall not exceed the 10% statutory limitation specified in FAR section 15.404-4(c)(4)(i)(C).

2.2.6. Option to Extend Services. The ESS spreadsheet includes an Option to Extend Services in accordance with clause 52.217-8. This clause has been incorporated in the contract to account for a situation where invoking of the clause, in whole or part, becomes necessary for up to a six month performance period. The Offeror shall not complete or tailor any information under the Option to Extend Services in the ESS spreadsheet.

2.3 Section B

CLINs 0002-0006 and 0010-0014 in Section B are broken out by funding types. Since the government contracting writing system, Standard Procuring System (SPS), requires a dollar amount to be associated with each CLIN, the government has identified 52% APN or BP11, 3% FMS, 34% O&M, 6% RDT&E, and 5% WCF are planned to be used for labor during the contract performance; however these percentages are estimates. The percentages can change between CLINs during the performance of the contract, as long as the total dollar amount of the contract is not exceeded.

Offerors shall NOT complete or fill in the CLINs under Section B in response to the RFP. The government will complete the CLINs for the successful offeror, upon contract award using the "Section B CLINs" Tab created by the government, in the ESS Spreadsheet. The "Section B CLINs" Tab includes formulas, which link back to the information in the ESS Spreadsheet. The offeror shall NOT tailor any of the information in the "Section B CLINs" Tab. CLINs will be calculated by the following:

- 2.3.1. CLIN 0001 Mobilization – The offeror's proposed firm-fixed-price for Mobilization in the ESS Spreadsheet
- 2.3.2. CLIN 0002 ESS APN or BP11 – The offeror's proposed total labor for years 1-5, including fee, multiplied by 52%.
- 2.3.3. CLIN 0003 ESS O&M – The offeror's proposed total labor for years 1-5, including fee, multiplied by 3%
- 2.3.4. CLIN 0004 ESS WCF – The offeror's proposed total labor for years 1-5, including fee, multiplied by 34%
- 2.3.5. CLIN 0005 ESS RDT&E – The offeror's proposed total labor for years 1-5, including fee, multiplied by 6%
- 2.3.6. CLIN 0006 ESS FMS – The offeror's proposed total labor for years 1-5, including fee, multiplied by 5%
- 2.3.7. CLIN 0007 Travel – The travel dollar amount provided by the government and the applied fixed factor proposed by the offeror for years 1-5 in the ESS Spreadsheet
- 2.3.8. CLIN 0008 Material – The material dollar amount provided by the government and the applied fixed factor proposed by the offeror for years 1-5 in the ESS Spreadsheet
- 2.3.9. CLIN 0009 Administrative & Technical Data – Not Separately Priced (NSP)
- 2.3.10. CLIN 0010 OPTION APN or BP11 – The total labor for the option, including fee, multiplied by 52%
- 2.3.11. CLIN 0011 OPTION O&M – The total labor for the option, including fee, multiplied by 3%
- 2.3.12. CLIN 0012 OPTION WCF – The total labor for the option, including fee, multiplied by 34%
- 2.3.13. CLIN 0013 OPTION RDT&E – The total labor for the option, including fee, multiplied by 6%
- 2.3.14. CLIN 0014 OPTION FMS – The total labor for the option, including fee, multiplied by 5%
- 2.3.15. CLIN 0015 OPTION Travel – The travel dollar amount and applied fixed factor for the option in the ESS Spreadsheet.

2.3.16. CLIN 0016 OPTION Material –The material dollar amount and applied fixed facor for the option in the ESS Spreadsheet.

2.3.17. CLIN 0017 OPTION Administrative & Technical Data – Not Separately Priced (NSP)

2.4 Administrative Information

Offerors shall provide the following information:

- 2.4.1. The original signed cover page of the Standard Form 33 (SF33) for the basic solicitation and each amendment (as applicable).
- 2.4.2. A completed Attachment 4, ESS Spreadsheet
- 2.4.3. A completed Section K of the solicitation.
- 2.4.4. Completed copy of NAVAIR clause 5252.201-9502, "Contractor's Authorized Contractor Coordinator and Technical Liaison."
- 2.4.5. A point of contact, physical address, email address, and telephone number of DCAA and DCMA offices.
- 2.4.6. Provide evidence that the offeror complies with FAR clause 52.219-14, "Limitations on Subcontracting." Provide the mathematical calculation that shows the offeror meets the percentage set forth in the clause.
- 2.4.7. Pursuant to FAR section 16.301-3(a)(3) and DFARS clause 252.242-7006, "Accounting System Administration," the contractor's accounting system must be adequate during the entire period of contract performance for determining charges applicable to this contract. As a result, all offerors shall provide evidence from DCAA, other federal civilian audit agencies, or a private accounting firm that, as of the proposal due date, the offeror's accounting system has been audited and has been determined adequate and suitable for administration of a cost-reimbursable type of contract. Offerors that submit evidence from a private accounting firm must submit Standard Form 1408, completed and signed by the private accounting firm that performed the audit.

SECTION M INFORMATION

SECTION M – EVALUATION FACTORS FOR AWARD

Part A: GENERAL INFORMATION

The government intends to award a contract to the responsible offeror whose proposal conforms to the solicitation's requirements and is the most advantageous to the government based upon an integrated assessment of the evaluation factors described further below.

The government does not evaluate every requirement of the Statement of Work under Section M of the RFP. The awarded contractor, however, is required to comply with all requirements of the awarded contract.

Although the government may waive informalities and minor irregularities in proposals received, the failure to comply with terms and conditions of the solicitation may adversely impact the offeror's evaluation results and could result in the offeror being removed from consideration for award.

2.0 AWARD ON INITIAL PROPOSALS

The government may award on initial proposals. If the government establishes a competitive range to seek revised proposals, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. As a result, an offeror's initial offer should contain the offeror's best terms from a past performance and price standpoint.

The government may consider any exception or deviation to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency, as defined at FAR 15.001. In addition, any approach that relies on government resources or operations in order to comply with a requirement (e.g., Government Furnished Property, Government Furnished Equipment, Government personnel/actions, Government Concept of Operation changes, etc.), unless otherwise permitted by the RFP, may be considered a deficiency. A proposal assessed with a deficiency will make the offer ineligible for award.

3.0 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated using the factors listed below. The Past Performance factor is significantly more important than Price.

Factor 1: Past Performance

Factor 2: Price

Because Past Performance is significantly more important than the amount of the price, the selection official is permitted to select an offeror that has proposed a higher price if the offeror's past performance is worth the price premium. The government will assign one of the Past Performance factor ratings in the Performance Confidence Assessment Ratings table below, but will not base his or her decision on the ratings because ratings are merely guides to intelligent decision making. The selection official will perform a tradeoff between offerors' evaluated prices and their relevant positive and negative assessments under the Past Performance factor.

3.1 PAST PERFORMANCE FACTOR (Factor 1)

Past performance will be evaluated to establish a Performance Confidence Assessment Rating that will reflect the government's confidence that the offeror will successfully perform the requirements in the solicitation, based on the offeror's relevant past performance record within 5 years of the proposal due date. It is a predictor of future performance in accomplishing the work. There are two aspects to the past performance assessment: Recency, Relevancy, and the Demonstrated Past Performance.

3.1.1 RECENCY

Recency is expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. For this requirement, recency submissions shall be of work performed within five (5) years of the RFP release date. A recency determination will be made for each offeror's past performance submission. A determination of Not Recent will be assigned to offer submissions which are greater than five (5) years old or for which an award date cannot be determined, and the submission will not be evaluated or rated. Only submissions meeting the parameters established in this RFP will be evaluated to receive a Relevance or Past Performance Confidence rating.

3.1.2 RELEVANCY

For each past performance contract submitted, the government will evaluate the past performance contract to determine how relevant it is to this solicitation's effort. Any past performance contract deemed to be Not Relevant will receive no further consideration, with no opportunity to submit a replacement, even if the government requests revised proposals.

In determining relevancy, the government will compare and evaluate the past performance effort to the effort proposed to be performed under this solicitation in the following areas:

3.1.2.1 Scope of Work regarding ESS involving Engineering Investigations (EI), engineering data development, production engineering services, configuration management processes, and Reliability and Affordability Analysis Tasks (RAAT).

3.1.2.2 Magnitude in comparison to the average annual number of labor hours of the effort performed by the offeror under the past performance contract to the average annual number of labor hours to be worked under this solicitation.

3.1.2.3. Complexity regarding the work performed by the offeror under the past performance contract to the complexity of the work required under this solicitation to include the number of sites, number of shifts, number of days worked per week, locations and divisions, number of labor hours, and period of performance.

The government will assign each past performance contract one of the following relevancy ratings:

| Past Performance Contract Relevancy Ratings | |
|---|---|
| Rating | |
| Very Relevant | Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. |
| Relevant | Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. |
| Somewhat Relevant | Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires. |
| Not Relevant | Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. |

3.1.3 DEMONSTRATED PAST PERFORMANCE

After relevancy of a past performance contract is established, the government will evaluate the offeror's demonstrated past performance for that past performance contract in the following areas:

3.1.3.1 Quality. The government will evaluate the offeror's past performance in the delivery of quality services, which includes meeting technical requirements, and will also incorporate pertinent assessments from CPARS or if CPARS does not exist, the CPAQ.

3.1.3.2 Schedule. The government will evaluate the offeror's past performance in meeting schedule requirements, which will incorporate pertinent assessments from CPARS or if CPARS does not exist, the CPAQ.

3.1.3.3. Cost Control. The government will evaluate the offeror's past performance in cost control, which will incorporate pertinent assessments from CPARS or if CPARS does not exist, the CPAQ.

3.1.3.4. Management. The government will evaluate the offeror's past performance in program management and subcontract management, which will incorporate pertinent assessments from CPARS or if CPARS does not exist, the CPAQ.

3.1.3.5 Utilization of Small Business. The government will evaluate the offeror's compliance with FAR clause 52.219-8, which will incorporate pertinent assessments from CPARS or if CPARS does not exist, from the CPAQ.

3.1.3.6. Regulatory Compliance. The government will evaluate the offeror's past performance in compliance with all terms and conditions in the contract or order relating to applicable regulations and codes.

For those cases where the contractor may have had past performance problems likely to occur again, the government will assess whether the offeror successfully applied improvements to resolve those recurring problems. Problems not addressed by the offeror are considered to exist still.

3.1.4 PAST PERFORMANCE CONFIDENCE ASSESSMENT RATING

After the government has compiled a full assessment of the offeror's relevant and demonstrated past performance, the government will assign a Performance Confidence Assessment Rating to the offeror. The assessment will reflect the government's level of confidence in the offeror's ability to successfully perform the solicited effort based on the offeror's record of relevant past and present performance. The Performance Confidence Assessment Ratings are set forth in a table above. As part of the assessment, the government will also take into account any show cause notices, cure notices and terminations for default that are deemed relevant to this solicitation's effort.

The government will not take into account past performance information regarding predecessor companies or key personnel. In addition, in assigning a Performance Confidence Assessment Rating or in the selection official's tradeoff decision:

3.1.4.1. past performance effort of the prime offeror performed as a subcontractor will generally not be considered as significant as past performance effort of the prime offeror performed as the prime;

3.1.4.2. performance under government contracts is generally considered more relevant than performance under commercial contracts, all other things being equal; and

The government will assign one of the following performance confidence assessment ratings to the offeror's Past Performance factor based upon the government's confidence that the offeror will successfully perform the solicitation's requirements based upon the offeror's relevant past performance record.

| Performance Confidence Assessment Ratings | |
|---|--|
| Rating | |
| Substantial Confidence | Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort. |
| Satisfactory Confidence | Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort. |
| Neutral Confidence | No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance. |
| Limited Confidence | Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort. |
| No Confidence | Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort. |

4.0 PRICE FACTOR

The government will evaluate the offeror's Price Volume for the accuracy and completion of the ESS spreadsheet; its total evaluated price; price reasonableness; whether the offeror's proposed prices are balanced; whether proposed fixed burdened labor rates appear unrealistically low or not in reasonable relationship to the various labor categories; and for administrative completeness as requested in Section L.

4.1 Engineering Support Services Spreadsheet

4.1.1. Labor Categories and Labor Hours. The government will evaluate the offeror's proposed labor categories and labor hours to determine if the information is complete and accurate in accordance with Section L, 2.2.1. Labor Categories and Labor Hours.

4.1.2. Fixed Burdened Rates. The government will evaluate the offeror's proposed fixed burdened labor rates: (1) to determine if the information is complete and accurate in accordance with Section L, 2.2.2. Fixed Burdened Rates (2) evaluate if the proposed fixed burdened labor rates appear unrealistically low or not in reasonable relationship to the various labor categories as further described below in section 5.5 Cost Realism Analysis and (3) if the offeror's proposed fixed burdened labor rate(s) exceed the NAVAIR functional area tripwires rates set forth in Attachment L-4.

4.1.3. Mobilization. The government will evaluate the offeror's proposed mobilization to determine if the information is complete and accurate in accordance with Section L, 2.2.3. Mobilization.

4.1.4. Material and Travel. The government will evaluate the offeror's material and travel to determine if the information is complete and accurate in accordance with L, 2.2.4.1 ESS Spreadsheet (d) Material and Travel.

4.1.5. Fee. The government will evaluate the offeror's proposed fee rate to determine if it is complete and accurate in accordance with L, 2.2.5 Fee.

4.1.6. Evaluation of Option. The Option to Extend Services in the ESS spreadsheet will be calculated by the government for the offeror. The government will add one-half of Year 5 labor, including the offeror's proposed fee

rate, and a set amount for material and travel multiplied by the offeror's applicable material and travel fixed factors proposed in year 5.

4.2 Total Evaluated Price

The government will utilize its Total Evaluated Price for purposes of the selection official's best value tradeoff decision. The Total Evaluated Price will be calculated using the offeror's proposed information in the ESS Spreadsheet with the below calculation:

Total Evaluated Price =

Total Labor (Labor Hours x Proposed Fixed Burdened Rates); plus

Offeror's proposed Mobilization; plus

Government provided Material Amount and applied Material Fixed Factor; plus

Government provided Travel Amount and applied Travel Fixed Factor; plus

Offeror's Proposed Fixed Fee; plus

6-Month Option to Extend Services

4.3 Price Reasonableness

Normally, competition establishes price reasonableness. It is expected that this contract award decision will include a determination that there is adequate price competition and that the proposed prices are reasonable. In limited situations, additional analysis will be required by the government to determine reasonableness. If, after receipt of a proposal, the Contracting Officer determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR § 15.403-1(b) apply, the offeror may be requested to provide certified cost and pricing data in accordance with FAR § 15.403-4.

4.4 Unbalanced Pricing

The government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or labor categories. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the government.

4.5 Cost Realism Analysis

Per FAR 15.404-1(d)(2) Cost realism analyses shall be performed on cost-reimbursement contracts to determine the probable cost of performance for each Offeror. This requirement has been met by the government providing the required labor categories and hours for the entire ID/IQ thereby removing the requirement for the Offeror to provide a technical proposal.

To comply with FAR provision 52.222-46, the government will compare offerors' proposed fixed burdened labor rates set forth in the ESS Spreadsheet, Attachment 4, to the fixed burdened labor rates the government has provided in Attachment L-3, FAR 52.222-46 Labor Hourly Wages, to assess that they are reasonable for the offeror to attract and retain quality professionals. If proposed fixed burdened labor rates appear unrealistically low or not in reasonable relationship to the various labor categories, the offeror's proposal may indicate a lack of sound

management judgment and/or a lack of understanding of contract requirements that may impair the offeror's ability to attract and retain competent professional service employees needed for adequate contract performance and uninterrupted high-quality work, which could, be viewed as evidence of a failure to comprehend the complexity of the contract requirements. Depending upon the severity of the issue, it could adversely impact the offeror's Performance Confidence Assessment and Rating for the Past Performance Factor. Failure to comply with these provisions may constitute sufficient cause for the government to reject the offeror's proposal

4.6 Administrative Completeness

Each offeror's proposal will be evaluated to determine whether the offeror completed the following information requested in Section L of this solicitation:

4.6.1. The original signed cover page of the Standard Form 33 (SF33) for the basic solicitation and each amendment (as applicable).

4.6.2. A completed Attachment 4, ESS Spreadsheet

4.6.3. A completed Section K of the solicitation.

4.6.4. Completed copy of NAVAIR clause 5252.201-9502, "Contractor's Authorized Contractor Coordinator and Technical Liaison."

4.6.5. A point of contact, physical address, email address, and telephone number of the DCAA and DCMA offices.

4.6.6. A mathematical calculation that shows that the offeror's proposal meets the requirements of contract clause 52.219-14 for services.

4.6.7. Evidence of an adequate accounting system. Pursuant to FAR 16.301-3(a)(3) and DFARS clause 252.242-7006, "Accounting System Administration," the contractor's accounting system must be adequate during the entire period of contract performance for determining charges applicable to this cost-reimbursable at fixed rates type of contract.

As a result, all offerors shall provide evidence from the DCAA, other federal civilian audit agency, or a private accounting firm that, as of the proposal due date, the offeror's accounting system has been audited and has been determined adequate and suitable for administration of a cost-reimbursable contract. Offerors that submit evidence from a private accounting firm must submit Standard Form 1408, completed and signed by the private accounting firm that performed the audit.

An offeror that fails to submit the above requested evidence of an acceptable accounting system will not be included in the competitive range if discussions are held, will not form the basis for award, and will not be referred to the Small Business Administration for a Certificate of Competency determination.

Offerors that submit the above requested evidence, but with weaknesses or deficiencies, will be eligible to be included in the competitive range, assuming discussions are held, and the offeror is one of the offerors otherwise determined to be within the competitive range.

Regardless of whether discussions are held, if the apparent successful offeror (the prospective contractor) submits the above-referenced evidence, but the Contracting Officer questions its validity or conclusions, the Contracting Officer reserves the right to request a pre-award survey of the apparent successful offeror as set forth at FAR 9.106-1(a) and FAR 9.106-2. This issue will then become an issue of responsibility, rather than an issue of technical acceptability, and will be referred to the Small Business Administration for a Certificate of Competency determination.